

1 BILL NO. S-87-04-*35*

2 SPECIAL ORDINANCE NO. S-*95-87*

3 AN ORDINANCE approving the Contract
4 for Sanitary Sewer Resolution 440-86,
5 Fairfield Avenue, between John
Dehner, Inc., and the City of Fort
Wayne, Indiana, in connection with
the Board of Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Sanitary Sewer Resolu-
10 tion 440-86, Fairfield Avenue, by and between John Dehner, Inc.,
11 and the City of Fort Wayne, Indiana, in connection with the Board
12 of Public Works and Safety, for:

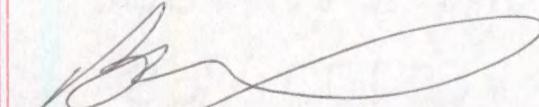
13 improved sewer conditions as per
14 the attached Resolution 440-86;

15 the Contract price is One Hundred Sixty-Seven THousand Eighty-Four
16 and 90/100 Dollars (\$167,084.90), all as more particularly set
17 forth in said Contract, which is on file in the Office of the
18 Board of Public Works and Safety and, is by reference incorporated
19 herein, made a part hereof, and is hereby in all things ratified,
20 confirmed and approved. Two (2) copies of said Contract are
21 on file with the Office of the City Clerk and made available
22 for public inspection, according to law.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage and any and all necessary
25 approval by the Mayor.

26
27 
28 Councilmember

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Bedd,
seconded by Gestut, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the Ci
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock _____ M., E.

DATE: 4-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bedd,
seconded by Gestut, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	—	—	—	—
<u>BRADBURY</u>	<u>✓</u>	—	—	—	—
<u>BURNS</u>	<u>✓</u>	—	—	—	—
<u>EISBART</u>	<u>✓</u>	—	—	—	—
<u>GiaQUINTA</u>	<u>✓</u>	—	—	—	—
<u>HENRY</u>	<u>✓</u>	—	—	—	—
<u>REDD</u>	<u>✓</u>	—	—	—	—
<u>SCHMIDT</u>	<u>✓</u>	—	—	—	—
<u>STIER</u>	<u>✓</u>	—	—	—	—
<u>TALARICO</u>	<u>✓</u>	—	—	—	—

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-95-87
on the 28th day of April, 1987.

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of April, 1987,
at the hour of 11:30 o'clock AM, E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of May,
1987, at the hour of 4:00 o'clock PM, E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

HT 77-36-14

1/21/87

RESOLUTION NO. 440-86

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, State of Indiana, that:

The construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Half of the Southwest Quarter of Section 26, Township 30 North, Range 12 East, in Allen County, Indiana.

Bounded on the south by Gerke Avenue, bounded on the west by the St. Mary's River; bounded on the north by Fairfield Southern Apartments; and bounded on the east by Fairfield Avenue.

SEWER:

Beginning at an existing manhole on a 24-inch sewer main located 58± L.F. east of the centerline of Fairfield Avenue and 11± L.F. north of an existing open ditch between Gerke Avenue and Southfair Court; thence northwesterly crossing Fairfield Avenue, 160 L.F. to a proposed manhole located between Fairfield Avenue and Park Road; thence WEST 200± L.F. to a proposed manhole located in Park Road; thence southwesterly, 300± L.F. across the St. Mary's River, terminating at a proposed special manhole to be located on an existing 48- inch sewer main.

Said sewer shall be 36 inches in diameter with all appurtenances. And said sewer with all appurtenances shall be constructed in accordance with the plans, profiles, and specifications now on file in the Office of the Board of Public Works & Safety of said City.

Total cost of said sanitary sewer improvement project shall be paid for by funds from the City of Fort Wayne Sewer Utility Fund.

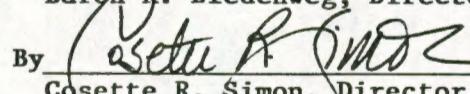
The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

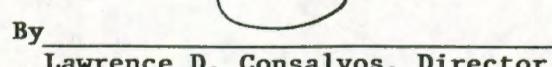
The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 21st day of January, 1987.

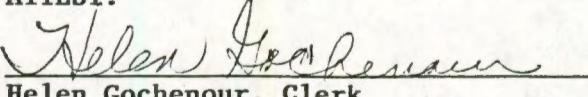
Board of Public Works & Safety

By  Baron R. Biedenweg, Director

By  Cosette R. Simon, Director

By  Lawrence D. Consalvos, Director

ATTEST:


Helen Gochenour, Clerk

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: FAIRFIELD AVENUE SANITARY SEWER

Contract No. _____

CONTENTS

Resolution No. 440:86

Check if Contained

Pages

	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1	Schedule of Items
X	SI/6	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	PS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form- Payment Bond
X	PGB/1-Z	Specimen Form- Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1-WS/3	Prevailing Wage Rates-State of Indiana
	SP/1-SP/3	Special Project Specifications
X	AP/1	Apartheid Policy

ATTACHMENTS

X		Project Plans Drawing # SY-		
		General Specifications and Conditions		
		Detail Standard Construction Standards		
		WPCE Department, City of Port Wayne		
X	EA/1-EA/4	Escrow Agreement		
	RW/1	Right-of-Way Cut Permit		
X	NP/1	Notice to Proceed		
X	CO/1 - CO/2	Change Order - Specimen Form		
X	NA/a	Notice of Award		
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ Z	20 CALENDAR DAYS _____ Z	30 CALENDAR DAYS _____ Z	OTHER _____ Z

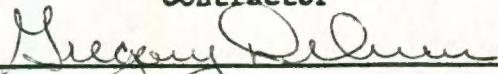
ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. ?	Date

BID SUBMITTED

JOHN DEHNER, INC.

Contractor

By:



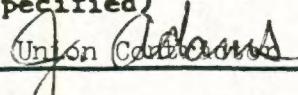
Its Gregory Dehner Vice-President

Offer

February 11, 1987

Bidder agrees to keep bid open for acceptance for (90 days unless otherwise specified)

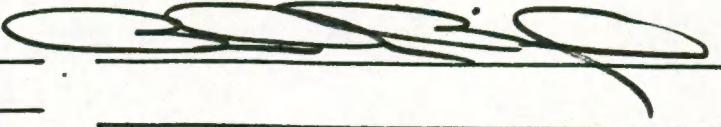
Compliance



D.C. 2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF PORT WAYNE
Board of Public Works & Safety




CITY OF PORT WAYNE

Win Moses, Jr., Mayor

AWARD

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeroe is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
____%.

For WBE specify percentage of women ownership
____%.

B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ & participation (employees) _____ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (cross out inapplicable provision)

- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Copeland Trucking Co.	Ft. Wayne, In.	Removal
2.		
3.		

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Statewide Trucking Co.	Ft. Wayne, In.	Hauling
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor: JOHN DEHNER, INC. Contractor: _____
By: Gregory Dehner By: _____
Its: Vice-President Its: _____

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in city construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the city demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor JOHN DEHNER, INC.
By Gregory Dehner
Its Gregory Dehner
Vice-President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19_____, commencing at _____ o'clock _____.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

FAIRFIELD AVENUE SANITARY SEWER

Resolution 440-86

All work will be performed in accordance with: Resolution # 437, the IPB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$ 167,084.90. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 120 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ _____ per day for each and everyday after _____ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 2/85

S-1

BOW/Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this _____ day of _____, 198 ____.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 11th day of February, 1987.

JOHN DEHNER, INC.

Name of Corporation

By: Gregory Dehner
Vice-President Gregory Dehner

ATTEST:

Richard E. Ensley
Asst. Secretary - Richard E. Ensley

DATE 02/11/87

PROJECT NAME: FAIRFIELD SANITARY SEWER RESOLUTION NO. 440-86

CONSTRUCTION COST TOTAL

NOTE 1:

Use this form, if Cashier's Check or Certified Check accompanies bid.

Enclosed, herewith, find Cashier's or Certified Check for \$ _____ being 10% of the maximum bid herein, made payable to:

City of Fort Wayne, Indiana

the proceeds of which are to remain the absolute property of said City, if

Bidder

shall not within 10 days after Notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond in an amount equal to Five (5%) percent of maximum bid herein, subject to the approval of the Board of Public Works & Safety, conditioned as follows:

That if the Board of Public works & Safety shall award

JOHN DEHNER, INC.

the contract for said work, and if JOHN DEHNER, INC.

shall enter into a contract and furnish a 100% performance bond as required within ten (10) says from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Gregory Dehner
JG

Subscribed and sworn to before me by Gregory Dehner, Vice-President of John Dehner, Inc.
this 11th day of February, 1987.

My Commission Expires:

April 17, 1988

Henry G. LaMaster
Notary Public Henry G. LaMaster
Resident of Allen County

Subscribed and sworn to before me by _____
this _____ day of _____, 198 ____.

My Commission Expires:

Subscribed and sworn to before me by _____
by _____
198 _____.

Notary Public _____
Resident of _____ County

My Commission Expires:

Notary Public _____
Resident of _____ County

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, (I,) (WE,) JOHN DEHNER, INC. _____ as Principal

and UNITED STATES FIDELITY AND GUARANTY COMPANY

and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana,
in the sum of FIVE PERCENT OF THE TOTAL PROJECT BID

(\$5% of Bid) Dollars, to be paid City of Fort Wayne, Indiana, or its
successors or assigns, for the payment of which, well and truly made, we hereby
bind ourselves, our heirs, successors, executors, and administrators, jointly
and severally, firmly by these presents.

Signed and sealed at Fort Wayne, In. this day of February, 1987.

The condition of this obligation is such that if the accompanying bid or pro-
posal of JOHN DEHNER, INC. made this day to the City of Fort Wayne,
State of Indiana, is accepted, and the Contract awarded to the above bidder,
and the bidder shall, within ten (10) days after such award is made, enter
into a contract with the City of Fort Wayne, State of Indiana, for the work
bid upon, and give bond as required; then this obligation shall be null and
void; otherwise, it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this the 11th day of February, 1987.

JOHN DEHNER, INC.

Gregory Dehner
Principal Gregory Dehner
Vice-President

*If signed by an agent appropriate power
of attorney shall be attached.

UNITED STATES FIDELITY & GUARANTY CO.

John J. Dehner
Surety* / Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No..... 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne . State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~the~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November , A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By... W. Bradley Wallace
Vice-President.
(SEAL) (Signed) ...John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, {
BALTIMORE CITY, } ss:

On this 27th day of November , A. D. 1985 , before me personally came W. Bradley Wallace , Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND {
BALTIMORE CITY, } Sct.

I, Saundra E. Banks , Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst , Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November , A. D. 1985

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

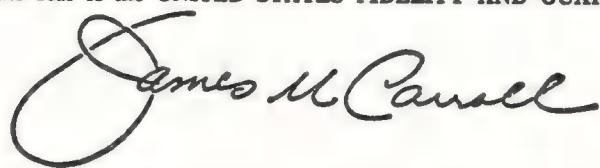
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana , authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

2/11/87 (Date)



Assistant Secretary

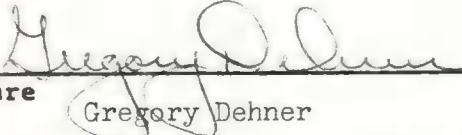
CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Gregory Dehner, the _____
Vice-President, of JOHN DEHNER, INC.
Position Company

hereby certify:

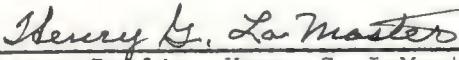
1. That the Financial Statement of said company, dated the 31st day of December 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: February 11, 1987


Signature Gregory Dehner
Vice-President

Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 11th day of February, 1987.


Notary Public Henry G. LaMaster
Resident of Allen County

My Commission Expires:

April 17, 1988

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of JOHN DEHNER, INC., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of JOHN DEHNER, INC., that JOHN DEHNER, INC. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 11th day of February, 1987.

JOHN DEHNER, INC.
(Name of Bidder/Vendor)

Gregory Dehner
(Name and Title of Person Signing)
Gregory Dehner - Vice-President

UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER.....

That JOHN DEHNER, INC.

hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF FORT WAYNE, BOARD OF PUBLIC WORKS & SAFETY
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of ONE HUNDRED SIXTY SEVEN THOUSAND, EIGHTY FOUR AND 90/100 DOLLARS (\$167,084.90), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 23, 1987, entered into a contract with Owner for Resolution 440-86 Fairfield Sanitary Sewer in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 23rd day of February 1987

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

(Witness)

JOHN DEHNER, INC.

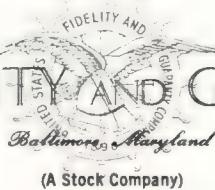
By
(Seal)
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By
Attnorney-in-Fact
(Seal)

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

UNITED STATES FIDELITY AND GUARANTY COMPANY



PERFORMANCE BOND

Approved by The American Institute of Architects
A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

KNOW ALL MEN BY THESE PRESENTS:

That JOHN DEHNER, INC.

..... as Principal,
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, Board of Public Works & Safety

as Obligee, hereinafter called Owner, in the amount of One Hundred Sixty Seven Thousand, Eighty Four
and 90/100..... Dollars (\$ 167,084.90),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated February 23, 1987, entered into a contract with Owner for

Resolution 440-86
Fairfield Sanitary Sewer

in accordance with drawings and specifications prepared by
(Here insert full name, title and address)
....., which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the low-
est responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,
arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall
mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the
Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or
the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 23rd day of February, 1987.

In the presence of:

R.E. Easley
(Witness)

YASTE, ZENT & RYE AGENCY, INC.

Eric Jackson
(Witness)

JOHN DEHNER, INC.

By *Gregory Selman* (Seal)
Principal
UNITED STATES FIDELITY AND GUARANTY COMPANY

By *J.H. Stuckel* (Seal)
Attorney-in-Fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No..... 97796.....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne . State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~executes~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November , A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By... W. Bradley Wallace.....

Vice-President.

(SEAL)

(Signed) ...John A. Umberger.....

Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY,

On this 27th day of November , A. D. 1985 , before me personally came W. Bradley Wallace , Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst.....

Notary Public.

STATE OF MARYLAND } Set.
BALTIMORE CITY,

I, Saundra E. Banks , Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst , Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November , A. D. 1985

(SEAL) (Signed) Saundra E. Banks.....

Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

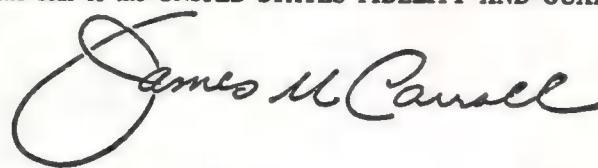
I, James M. Carroll , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana , authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on February 23, 1987

(Date)



.....
Assistant Secretary.

BID TAB

DATE: 11 February 1987

BIDDER:

BIDDER:

BIDDER:

PROJ: Fairfield Sanitary Sewer

RES. NO: 440-86

Dehner

T-G

Berco

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT	UNIT COST (\$)	AMOUNT	UNIT COST (\$)	AMOUNT	UNIT COST (\$)	AMOUNT
1	Special Backfill No. #53 or #73	200	ICY	18.00	3600.00	11.89	2378.00	11.55	2310.00	15.00	3000.00
2	Special Backfill	350	ICY	15.00	5250.00	8.65	3027.50	7.00	2450.00	12.00	4200.00
3	9" Plain Concrete Pavement	200	ISY	20.00	4000.00	31.50	6300.00	46.00	9200.00	73.00	14600.00
4	Bituminous Base No. 5	20	ITN	45.00	900.00	86.25	1725.00	72.00	1440.00	101.00	2020.00
5	Bituminous Surface	5	ITN	50.00	250.00	115.00	575.00	74.00	370.00	135.00	675.00
6	Hand Laid Rip-Rap	30	ISY	25.00	750.00	17.14	514.20	24.00	720.00	20.00	600.00
7	I.C. "B" Concrete for Encasement	160	ICY	200.00	32000.00	105.60	16896.00	157.00	25120.00	200.00	32000.00
8	I.C. "C" Concrete For Saddle	4	ICY	160.00	640.00	211.20	844.80	171.00	684.00	400.00	1600.00
9	Mulch Seeding	3200	ISY	1.00	3200.00	1.15	3680.00	1.04	3328.00	1.00	3200.00
10	6" P.V.C. SDR 35	410	ILF	15.00	6150.00	5.11	2095.10	3.35	1373.50	20.00	8200.00
11	130° Ductile Iron Pipe Cl. 51	360	ILF	250.00	90000.00	175.00	63000.00	340.00	122400.00	650.00	234000.00
12	8" Extra Strength Clay Pipe	14	ILF	16.00	224.00	23.43	328.02	54.00	756.00	50.00	700.00
13	124" R.C.P. Cl. III	14	ILF	35.00	490.00	45.04	630.56	110.00	1540.00	100.00	1400.00
14	136" R.C.P. Cl. III	360	LF	42.00	15120.00	77.30	27828.00	172.00	61920.00	86.00	30960.00
15	130° 22 1/2" ELL., D.I.	4	EA	2500.00	10000.00	2802.36	11209.44	4400.00	17600.00	3750.00	15000.00
16	130° - 45° ELL., D.I.	1	EA	2500.00	2500.00	2764.08	2764.08	4300.00	4300.00	3700.00	3700.00
17	16" 45° ELL., P.V.C	1	EA	55.00	55.00	19.80	19.80	11.00	11.00	50.00	50.00
18	16" WYE, P.V.C.	1	EA	55.00	55.00	27.72	27.72	23.00	23.00	50.00	50.00
19	16" 22 1/2" ELL., P.V.C.	4	EA	55.00	220.00	19.80	79.20	12.00	48.00	50.00	200.00
20	Wall Mounted Hand LiftGate(36" RCP)	1	EA	1700.00	1700.00	3156.12	3156.12	1500.00	1500.00	750.00	750.00
21	Wall Mounted Hand LiftGate(24" RCP)	1	EA	1500.00	1500.00	1664.52	1664.52	1155.00	1155.00	685.00	685.00
22	Manhole Type II-J	2	EA	2400.00	4800.00	1950.63	3901.26	3072.00	6144.00	2500.00	5000.00
23	Manhole Type I-J	1	EA	1600.00	1600.00	1783.32	1783.32	3234.00	3234.00	2500.00	2500.00
24	Special Manhole - J (5'x10')	1	EA	4500.00	4500.00	6797.14	6797.14	10340.00	10340.00	7950.00	7950.00
25	Special Manhole - J (5'x12')	1	EA	5000.00	5000.00	8000.32	8000.32	112820.00	12820.00	9000.00	9000.00

TOTAL: \$194,504.00 TOTAL: \$169,225.10 TOTAL: \$290,786.50 TOTAL: \$382,040.00

* ON BID PACKET 237.00

167.084.00
2,140.20 d.l.f.

% over 0.00% % over 33.11% % over 49.09%

% under 13.00% % under 0.00% % under 0.00%

NOTICE OF AWARD

TO: John Dehner, Inc.
P. O. Box 11346
Ft. Wayne, IN 46857

PROJECT DESCRIPTION Res. 440-86 - Fairfield Sanitary Sewer

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated 1/23/87 & 1/30/87

You are hereby notified that your BID has been accepted for items in the amount of \$ 167,084.90.

You are required to furnish Contractor's Performance and Guaranty Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 19th day of Feb., 1987.

OWNER
City of Fort Wayne

By 
Baron R. Biedenweg
Title Director, Bd. of Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is hereby acknowledged by

George Dehner
Title G.D.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

2/23/87

PRODUCER

Yaste, Zent & Rye Agency, Inc.
127 W. Berry St., Ste. 1200
P.O. Box 1367
Fort Wayne, IN 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A FIREMAN'S FUND

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

INSURED

John Dehner, Inc.
1206 Clark St.
P.O. Box 11346
Fort Wayne, IN 46857

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE OWNER'S & CONTRACTORS PROTECTIVE	MXX 80108936	1/ 1/87	1/ 1/88	GENERAL AGGREGATE \$ 1,500 PRODUCTS-COMP/OPS AGGREGATE \$ 1,500 PERSONAL & ADVERTISING INJURY \$ 1,500 EACH OCCURRENCE \$ 1,500 FIRE DAMAGE (ANY ONE FIRE) \$.50 MEDICAL EXPENSE (ANY ONE PERSON) \$ 5	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	MXX 80108936	1/ 1/87	1/ 1/88	CSL \$ 1,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$	
	EXCESS LIABILITY OTHER THAN UMBRELLA FORM		/ /	/ /	\$ EACH OCCURRENCE	AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	MNX 80108936	1/ 1/87	1/ 1/88	STATUTORY \$ 100 (EACH ACCIDENT) \$ 500 (DISEASE-POLICY LIMIT) \$ 100 (DISEASE-EACH EMPLOYEE)	
	OTHER		/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Re: Res #440-86
Fairfield Sanitary Sewers

CERTIFICATE HOLDER

City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

7560

Admn. Appr.

TITLE OF ORDINANCE Contract for Resolution 440-86, Fairfield Ave. San. Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE As per attached Resolution. John Dehner, Inc. is
the contractor.

S-87-04-35

EFFECT OF PASSAGE Improved sewer conditions at the above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$167,084.90

ASSIGNED TO COMMITTEE

BILL NO. S-87-04-35

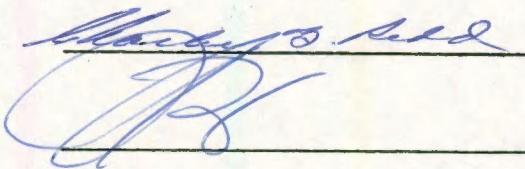
REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract
for Sanitary Sewer Resolution 440-86, Fairfield Avenue, between John
Dehner, Inc., and the City of Fort Wayne, Indiana, in connection with
the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

YES

NO


CHARLES B. REDD
CHAIRMAN


PAUL M. BURNS
VICE CHAIRMAN


THOMAS C. HENRY


BEN A. EISBART


SAMUEL J. TALARICO

CONCURRED IN 4-28-87.

SANDRA E. KENNEDY
CITY CLERK